

1  
2  
3  
4  
5  
**UNITED STATES DISTRICT COURT**  
**WESTERN DISTRICT OF WASHINGTON**  
**AT TACOMA**  
6  
7  
8

9 Van Tran,  
10

11 Plaintiff,

12 v.  
13

14 Midland Credit Management, Inc., Experian  
15 Information Solutions, Inc., Equifax Information  
Services, LLC and Trans Union, LLC,  
16

Defendants.

Case No:

**COMPLAINT**

JURY TRIAL DEMANDED

17 Van Tran (“*Plaintiff*”), by and through the undersigned counsel, complains, states and  
18 alleges against Midland Credit Management, Inc. (“*Midland*” or “*Furnisher Defendant*”),  
19 Experian Information Solutions, Inc. (“*Experian*”), Equifax Information Services, LLC  
20 (“*Equifax*”) and Trans Union LLC. (“*Trans Union*”) (Experian, Equifax and Trans Union are  
hereinafter collectively referred to as “*CRA Defendants*”) (Furnisher Defendant and CRA  
21 Defendants are collectively referred to as “*Defendants*”) as follows:  
22

23 **INTRODUCTION**

24 1. This action seeks to recover for violations of the Fair Credit Reporting Act (the  
25 “FCRA”), 15 U.S.C. §1681 *et seq.*

1       2. This action seeks relief against CRA Defendants for reporting inaccurate and/or  
 2 misleading information on Plaintiff's credit report in violation of §1681e(b); and for CRA  
 3 Defendants' failure to conduct a reasonable investigation into Plaintiff's disputes in violation of  
 4 §1681i(a).

5       3. This action seeks relief against Furnisher Defendant for violations of the Fair Credit  
 6 Reporting Act under 15 U.S.C. §1681s-2(b), for their failure to conduct a reasonable and/or good  
 7 faith investigation into Plaintiff's notice of disputes and failing to delete, correct or block the  
 inaccurate information.

8       4. Plaintiff seeks an order enjoining Defendants' injurious conduct and to recover *inter*  
 9 *alia*, statutory damages, prejudgment and post-judgment interest, and reasonable attorneys' fees  
 10 and expenses for injuries suffered as a result of Defendants' erroneous reporting of inaccurate  
 information in Plaintiff's consumer background reports.

11       5. As a result of Defendants' conduct in misreporting and failing to reasonably  
 12 investigate the dispute and correct inaccuracies, Plaintiff has sustained actual damages including,  
 13 but not limited to: a decreased credit score; decreased credit worthiness and credit capacity;  
 14 emotional and mental pain due to the anxiety and stress of not being able to use and benefit from  
 15 their credit due to this inaccurate reporting and the embarrassment and emotional pain of the  
 dissemination of this inaccurate reporting to third party creditors.

16       6. Furthermore, Defendants are also responsible for the cost in time and money  
 17 associated with requesting credit reports, consulting with professionals regarding resolving this  
 18 inaccurate reporting and submitting a dispute letter via certified mail.

19       7. Plaintiff seeks to recover monetary damages for Defendants' violations of the  
 20 FCRA and to have an order issued by this court enjoining Defendants from persisting in their  
 21 violative behaviors.

#### JURISDICTION AND VENUE

22       8. Jurisdiction of the Court arises under 28 U.S.C. § 1331 and 15 U.S.C. § 1681p.

23       9. Venue is proper pursuant to 28 U.S.C. § 1331(b)(2).

#### PARTIES

24       10. Plaintiff Van Tran is an adult who is a citizen of the State of Washington, residing  
 25 in Pierce County, Washington.

11. Plaintiff is a "consumer" as that term is defined by 15 U.S.C. § 1681a(c).

12. Defendant Midland is a “furnisher of information” (hereinafter “*Furnisher*”) as that term is defined by 15 U.S.C. § 1681s-2(b)

13. Defendant Midland is a debt collection entity located in California and has a principal place of business located at 350 Camino de la Reina, Suite 300, San Diego, California 92108.

14. Defendant Equifax Information Services, LLC, is a subsidiary of Equifax, Inc. and qualifies as a consumer reporting agency (hereinafter “*CRA*”), as defined under 15 U.S.C. § 1681a(f), that regularly conducts business in this judicial district.

15. Defendant Equifax is a Georgia limited liability company which has a principal place of business located at 1550 Peachtree Street, NW, Atlanta, GA 30309.

16. Defendant Equifax by contractual agreement, dispersed consumer background reports for remuneration to third party creditors.

17. Defendant Experian is a CRA as defined under 15 U.S.C. § 1681a(f), that regularly conducts business in this judicial district.

18. Defendant Experian is a Ohio corporation which has a principal place of business located at 475 Anton Blvd., Costa Mesa, CA 92626.

19. Defendant Experian by contractual agreement, dispersed consumer background reports for remuneration to third party creditors.

20. Defendant Trans Union is a CRA as defined under 15 U.S.C. § 1681a(f), that regularly conducts business in this judicial district.

21. Defendant Trans Union is an Illinois corporation which has a principal place of business located at 555 W. Adams Street, Chicago, IL 60661.

22. Defendant Trans Union by contractual agreement, dispersed consumer background reports for remuneration to third party creditors.

## **SUBSTANTIVE ALLEGATIONS OF FCRA**

23. Congress enacted § 1681 *et seq.* of Title 15 of the United States Code, which § 1681(a) which states as follows:

(1) The banking system is dependent upon fair *and accurate* credit reporting.  
*Inaccurate credit reports directly impair the efficiency of the banking system,*

1 and unfair credit reporting methods undermine the public confidence which is  
 2 essential to the continued functioning of the banking system.

3 (2) An elaborate mechanism has been developed for investigating and  
 4 evaluating the credit worthiness, credit standing, credit capacity, character, and  
 5 general reputation of consumers.

6 (3) Consumer reporting agencies have assumed a vital role in assembling and  
 7 evaluating consumer credit and other information on consumers.

8 (4) There is a ***need to insure that consumer reporting agencies exercise their  
 9 grave responsibilities with fairness***, impartiality, and a respect for the consumer's  
 10 right to privacy.

11 (Emphasis added).

12 24. FCRA mandates that CRAs adhere to the following duties: (i) to assure maximum  
 13 possible accuracy of information when preparing consumer reports and to set up reasonable  
 14 policies procedures to maintain compliance with this minimum reporting standard; and (ii) to  
 15 reinvestigate the facts and circumstances surrounding a dispute by consumers and to appropriately  
 16 and timely correct any inaccuracies, including by quickly notifying the furnisher and any other  
 17 parties in the distribution chain of the disputed inaccuracies.

18 25. CRAs compile, maintain, and report information concerning Plaintiff's  
 19 creditworthiness, credit-standing, credit capacity, character, and general reputation. That  
 20 information is then made available for use by third parties in credit transactions involving  
 21 consumers, for employment purposes, for the underwriting of insurance for consumers, and even  
 22 housing.

23 26. Plaintiff has a legally protected interest in the Defendants fulfilling their duties  
 24 under FCRA so that the credit information being furnished and reported by them is maintained  
 25 fairly, with the maximum levels of confidentiality, accuracy, and relevancy.

26 27. Plaintiff's injury is particularized and actual and is directly traceable to Defendants'  
 27 conduct. The deprivation of Plaintiff's rights will be redressed by a favorable decision herein.

## 28 FACTUAL ALLEGATIONS

29 28. Plaintiff Van Tran had an outstanding charged-off debt with Midland in the amount  
 30 of \$2,841.

31 29. Plaintiff settled this debt with Midland through their agent for debt collection  
 32 Gordon & Ellsworth Law for \$1,990 on or around April 29, 2022.

33 30. This settlement resolved the debt in its entirety and nothing more is due and owing.

1       31. As such, Plaintiff's credit reports should reflect that the debt was settled or paid off  
2 for less than the amount owed.

3       32. After the settlement was completed, Plaintiff caused a dispute letter to be sent to  
4 CRA Defendants via certified mail (the "*FCRA dispute letter*").

5       33. Based upon United States Postal Service tracking information, Experian received  
6 the FCRA dispute letter on or around May 31, 2022.

7       34. Based upon United States Postal Service tracking information, Trans Union  
8 received the FCRA dispute letter on or around May 31, 2022.

9       35. Based upon United States Postal Service tracking information, Equifax received the  
10 FCRA dispute letter on June 11, 2022.

11       36. Upon information and belief, CRA Defendants forwarded a notice of dispute and  
12 all relevant information regarding the FCRA dispute letter to Furnisher Defendant, within five  
13 business days of receipt of same, as required by the FCRA.

14       37. Upon information and belief, Furnisher Defendant received the notice of dispute  
15 and all relevant information from CRA Defendants of Plaintiff's FCRA dispute letter.

16       38. Following Defendants' thirty (30) day FCRA investigation period, Defendants  
17 continued to report the debt as unpaid with an outstanding balance of \$881.

18       39. Since this debt was settled and paid off entirely, the reporting of an outstanding  
19 balance and the failure to indicate that the debt was settled is inaccurate, misleadingly inflates  
20 Plaintiff's liabilities and violative of the FCRA.

21       40. Rather than updating the account to reflect as settled, Midland continued to report  
22 the account as having an outstanding and past due balance of \$881, which is inaccurate and  
23 misleading. Midland also continued to report the account with an incorrect date of last payment  
24 April 1, 2022 instead of when payment was actually made on April 29, 2022.

25       41. Plaintiff did not make the settlement payment with the intent to merely pay down  
26 the debt, but intended to resolve it entirely.

27       42. Upon information and belief, Defendants either failed to perform any investigation  
28 at all or performed an unreasonable investigation and erroneously verified the inaccurate account  
as accurate. Had Defendants performed a reasonable investigation, the account at issue would have  
been modified to reflect the fact that it was settled with no outstanding balance, or the tradeline

would have been deleted entirely.

43. Alternatively, and upon information and belief, CRA Defendants failed to provide Furnisher Defendant with the notice of dispute and all relevant information.

44. Alternatively, and upon information and belief, Furnisher Defendant provided CRA Defendants with the correct information and directives regarding the Midland account and CRA Defendants failed to properly process or furnish this data to Plaintiff's credit report.

45. As such, CRA Defendants failed to practice reasonable procedures to assure maximum possible accuracy.

46. As a result of Defendants' conduct in misreporting and failing to reasonably investigate the dispute and correct inaccuracies, Plaintiff has sustained actual damages including, but not limited to: a decreased credit score; decreased credit worthiness and credit capacity; wrongly inflated liabilities; emotional and mental pain due to the anxiety and stress of not being able to use and benefit from their credit due to this inaccurate reporting.

47. Plaintiff is overwhelmed with anxiety and stress of being hindered from purchasing a new auto vehicle to support her growing family due to this inaccuracy remaining on her credit report as well as the embarrassment and emotional pain of the dissemination of this inaccurate reporting to third parties creditors.

48. Defendants are also responsible for the cost in time and money associated with requesting credit reports, consulting with professionals regarding resolving this inaccurate reporting and submitting a dispute letter via certified mail.

**COUNT I**

49. Plaintiff repeats and realleges the foregoing paragraphs as if fully restated herein.

50. CRA Defendants systemically violated 15 U.S.C. §1681e(b) by failing to adhere to, maintain and/or establish reasonable procedures to assure maximum possible accuracy in the preparation of Plaintiff's credit reports and credit files it published and maintained concerning the Plaintiff they published.

51. Upon receipt of Plaintiff's disputes, CRA Defendants were legally required to: (i) conduct a reasonable investigation or re-investigation into all the circumstances surrounding the

dispute; and (ii) when and if appropriate, remove any inaccurate information following the performance of the reasonable investigation.

52. Upon information and belief, CRA Defendants' conduct in the instant matter is representative of their normal policies and procedures or lack thereof for maintaining accurate credit reporting.

53. In violation of §§ 1681e(b) and 1681(i), CRA Defendants failed to follow reasonable procedures to assure maximum possible accuracy of the information attributable to Plaintiff, by reporting inaccurate information in Plaintiff's consumer background report.

54. Plaintiff disputed the inaccurate information and CRA Defendants knowingly or intentionally failed to perform a reasonable investigation to remove the inaccurate information.

55. Plaintiff disputed the inaccurate information and CRA Defendants recklessly failed to perform a reasonable investigation to remove the inaccurate information.

56. Alternatively, Plaintiff disputed the inaccurate information and CRA Defendants negligently failed to perform a reasonable investigation to remove the inaccurate information.

57. As a result of CRA Defendants' violations of 15 U.S.C. § 1681, Plaintiff suffered actual damages which have been further described in the above statement of facts.

58. In violation of § 1681o and § 1681n, CRA Defendants' conduct was a direct and proximate cause of Plaintiff's injury.

59. CRA Defendants are liable to Plaintiff for their negligent and willful failures to follow reasonable policies and procedures.

60. As a result of CRA Defendants' violations of 15 U.S.C. §§ 1681e(b) and 1681i, Plaintiff suffered statutory and actual damages as described herein and is entitled to recover actual damages and punitive damages, pursuant to 15 U.S.C. §§ 1681n and 1681o.

61. For the foregoing reasons, CRA Defendants violated 15 U.S.C. § 1681e(b) and are liable to Plaintiff for actual damages, statutory damages, punitive damages, costs and attorney's fees in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n and § 1681o.

## COUNT II

## **CRA Defendants' Violations of the FCRA, 15 U.S.C. § 1681i et seq.**

62. Plaintiff repeats and realleges the foregoing paragraphs as if fully restated herein.

1       63. CRA Defendants violated 15 U.S.C. § 1681i(a)(1) by failing to conduct reasonable  
2 reinvestigations to determine whether the disputed information was accurate and record the current  
3 status of the disputed information or delete the item from Plaintiff's credit report.

4       64. CRA Defendants violated 15 U.S.C. § 1681i(a)(1) by relying upon only a cursory  
5 review of basic information and deferring entirely upon Furnisher Defendant and merely parroting  
6 information received from the furnisher.

7       65. CRA Defendants violated 15 U.S.C. § 1681i(a)(2)(A) by failing to provide  
8 Furnisher Defendant all of the relevant information regarding Plaintiff and her dispute.

9       66. CRA Defendants violated 15 U.S.C. § 1681i(a)(4) by failing to review and consider  
10 all relevant information submitted by Plaintiff regarding the dispute.

11       67. CRA Defendants violated 15 U.S.C. § 1681i(a)(5)(A) by failing to promptly delete  
12 the disputed inaccurate information from Plaintiff's credit file or correct the inaccurate information  
13 upon reinvestigation.

14       68. CRA Defendants never: (i) contacted Plaintiff to follow up on, verify and/or elicit  
15 more specific information about Plaintiff's dispute; (ii) contacted any third parties that would have  
16 relevant information concerning Plaintiff's dispute; (iii) forwarded any relevant information  
17 concerning Plaintiff's dispute to Furnisher Defendant; or (iv) requested or obtained any other  
18 relevant documents from Furnisher Defendant. As such there is no evidence of a reasonable  
19 investigation being conducted.

20       69. As a result of CRA Defendants' violations of 15 U.S.C. §1681, Plaintiff suffered  
21 actual damages which have been further described above in the statement of facts.

22       70. CRA Defendants' violations were willful because they had knowledge of the issue  
23 after receiving a detailed dispute letter and/or reckless disregard for the information provided in  
24 that dispute, rendering CRA Defendant individually liable for statutory and punitive damages in  
25 an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n.

26       71. In the alternative, CRA Defendants were negligent, which entitles the Plaintiff to  
27 recovery under 15 U.S.C. § 1681o.

28       72. For the foregoing reasons, CRA Defendants violated 15 U.S.C. § 1681i and are  
29 liable to Plaintiff for actual damages, statutory damages, punitive damages, costs and attorney's  
fees in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n and § 1681o.

### COUNT III

## **Furnisher Defendant's Violations of the FCRA, 15 U.S.C. § 1681s-2(b)**

73. Plaintiff repeats and realleges the foregoing paragraphs as if fully restated herein.

74. At all times pertinent hereto, Furnisher Defendant is a "person" as that term is defined by 15 U.S.C. § 1681a(b) and a "furnisher of information" to the credit reporting agencies.

75. Furnisher Defendant has a duty to provide accurate information to consumer reporting agencies, and to correct inaccurate information after receiving notice of a credit dispute directly from a consumer. *See* 15 U.S.C. § 1681s-2(a).

76. Furnisher Defendant has an obligation under 15 U.S.C. § 1681s-2(b) to investigate a dispute after receiving notice of the disputed item from a consumer reporting agency.

77. FCRA requires furnishers, after receiving notice from a credit reporting agency that a consumer disputes information that is being reported by that furnisher to conduct an investigation with respect to the disputed information, to review all relevant information, to report the results of the investigation to the credit reporting agency, and, if the investigation reveals that the information is incomplete or inaccurate, to report those results to all other credit reporting agencies to which the furnisher has provided the inaccurate information.

78. On each occasion referenced in the above statement of facts where a dispute was sent to a CRA Defendants, upon information and belief, CRA Defendants provided Furnisher Defendant the notice of dispute and all relevant information regarding the disputes.

79. Upon information and belief, on each occasion referenced in the above statement of facts where a dispute was sent to CRA Defendants, Furnisher Defendant received the notice of dispute and all relevant information regarding the disputes.

80. Upon information and belief, Furnisher Defendant violated 15 U.S.C. § 1681s-2(b)(1)(A) by failing to fully, reasonably and in good faith investigate Plaintiff's disputes.

81. Furnisher Defendant failed to correct or remove the inaccurate information from the account and credit report and report those results to all other credit reporting agencies to which the furnisher has provided the inaccurate information.

82. Upon information and belief, Furnisher Defendant's conduct in the instant matter is representative of their normal policies and procedures in responding to disputes by providing only

1 a cursory review of basic information and failing to investigate any further or failing to investigate  
2 and remediate any errors entirely.

3 83. Furnisher Defendant violated § 1681s-2(b) by willfully failing to fully, properly  
4 and reasonably conduct an investigation of the inaccurate information that Plaintiff disputed.

5 84. Furnisher Defendant violated § 1681s-2(b) by willfully failing to review all relevant  
6 information concerning Plaintiff's account as provided.

7 85. Furnisher Defendant violated § 1681s-2(b) by willfully failing to report the results  
8 of its investigation of the inaccurate information to all credit reporting agencies.

9 86. Furnisher Defendant violated § 1681s-2(b) by willfully failing to modify or delete  
10 incomplete or inaccurate information or information it cannot verify in Plaintiff's file after  
conducting an investigation.

11 87. Furnisher Defendant violated § 1681s-2(b) by willfully failing to permanently  
12 block the reporting of the inaccurate information disputed by Plaintiff and continuing to report and  
furnish inaccurate or incomplete information in Plaintiff's file to credit reporting agencies.

13 88. Furnisher Defendant violated § 1681s-2(b) by willfully failing to comply with all  
14 requirements imposed on "furnishers of information" by 15 U.S.C. § 1681s-2(b).

15 89. Furnisher Defendant's conduct was willful in that they had direct knowledge of the  
16 settlement agreement, are a party to that settlement, received payment for the settlement, and  
17 received FCRA dispute notice from the consumer reporting agencies, but continued to report the  
tradeline inaccurately.

18 90. Alternatively, Furnisher Defendant exhibited a reckless disregard and unjustifiably  
19 high risk to the Plaintiff when it received the FCRA dispute and still failed to conduct a reasonable  
20 investigation and correct the credit reporting.

21 91. Furnisher Defendant violated § 1681s-2(b) by negligently failing to review all  
22 relevant information concerning Plaintiff's account as provided.

23 92. Furnisher Defendant violated § 1681s-2(b) by negligently failing to report the  
24 results of its investigation of the inaccurate information to all credit reporting agencies.

25 93. Furnisher Defendant violated § 1681s-2(b) by negligently failing to modify or  
26 delete incomplete or inaccurate information or information it cannot verify in Plaintiff's file after  
conducting an investigation

94. Furnisher Defendant violated § 1681s-2(b) by negligently failing to permanently block the reporting of the inaccurate information disputed by Plaintiff and continuing to report and furnish inaccurate or incomplete information in Plaintiff's file to credit reporting agencies

95. Furnisher Defendant violated § 1681s-2(b) by negligently failing to comply with all requirements imposed on “furnishers of information” by 15 U.S.C. § 1681s-2(b).

96. Further, Plaintiff suffered actual damages, further described in the above in statement of facts.

97. Furnisher Defendant is liable for statutory and punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n.

98. Alternatively, Furnisher Defendant's conduct was negligent, failing to exercise reasonable care when it failed to conduct a reasonable investigation, thereby entitling Plaintiff to recover under 15 U.S.C. § 1681o.

99. For the foregoing reasons, Furnisher Defendant violated 15 U.S.C. § 1681s-2(b) and is liable to Plaintiff for actual damages, statutory damages, punitive damages, costs and attorney's fees in an amount to be determined by the Court pursuant to § 1681n and § 1681o.

## JURY DEMAND

100. Pursuant to Federal Rule of Civil Procedure 38, Plaintiff hereby demands a trial by jury of all issues triable by jury.

## **PRAAYER FOR RELIEF**

**WHEREFORE**, Plaintiff respectfully requests the Court enter judgment against Defendants, as follows:

- a Adjudging that Defendants actions violated the FCRA; and
  - b An order enjoining Defendants from persisting in violative behaviors and requiring Defendants to correct or otherwise delete the account at issue in Plaintiff's credit report;
  - c Granting Plaintiff actual damages against Defendants pursuant to 15 U.S.C. §§ 1681n(a)(1)(A) and 1681o(a);
  - d Granting Plaintiff statutory damages against Defendants pursuant to 15 U.S.C. § 1681n(a)(1)(A);

- 1 e Granting Plaintiff punitive damages against Defendants pursuant to 15 U.S.C. §  
2 1681n(a)(2);
- 3 f Granting Plaintiff costs and reasonable attorney's fees against the Defendants  
4 pursuant to 15 U.S.C. §§ 1681n(c) and 1681o(b);
- 5 g Awarding Plaintiff any pre-judgment and post-judgment interest as may be allowed  
6 under the law; and
- 7 h Such other and further relief as the Court determines is just and proper.

8 DATED: August 15, 2022

9  
10 **SANDERS LAW GROUP**

11 By: /s/ Craig B. Sanders  
12 Craig B. Sanders, Esq. (WSBA 46986)  
13 333 Earle Ovington Boulevard  
14 Suite 402  
15 Uniondale, NY 11553  
16 Tel: (516) 203-7600  
17 Email: [csanders@sanderslaw.group](mailto:csanders@sanderslaw.group)  
18 *Attorneys for Plaintiff*  
19 Our File No.: 126152